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GOVERNMENT GAZETTE

BOLETIM OFICIAL

GOVERNMENT OF GOA, DAMAN
AND DIU

Secretariat Administration Department

Notification

SAD/PER/456

Shri V. R. Vaze, Special Judicial Magistrate, First class (Municipal) Sholapur, is appointed as under Secretary to the Government of Goa, Damán and Diu in the Law Department for a period of two years with effect from the date of his joining this Administration. He will be on deputation to this Administration and will be entitled to the normal deputation terms sanctioned by the Government of India from time to time. At present deputation allowance is admissible upto 31-3-1968 and it will be reviewed afterwards by Government of India.

By order and in the name of the Administrator of Goa, Damán and Diu.

D. V. Sawant, Deputy Secretary (Appointments).
Panaji, 14th February, 1968.

Law and Judicial Department

Office of the Registers and Notary Services

Order

RC/42/68

Whereas Maria Teza Milagrina D'Souza, resident at Ucasaim, has applied to the Lt. Governor of Goa, Damán and Diu, to change her name Maria Teza Milagrina D'Souza into Maria Thereza Milagrina Agar Pinto;

Whereas all legal provisions earmarked for the purpose in nos. 1 to 3 of art. 178 of the Civil Registration Code have been complied with;

Maria Teza Milagrina D'Souza, resident at Ucasaim, in accordance with no. 4 of art. 178 of the Civil Registration Code is hereby authorized to change her name Maria Teza Milagrina D'Souza into Maria Thereza Milagrina Agar Pinto and thereby publish this Order in the Government Gazette. She should apply to make the necessary change in the respective register.

By order and in the name of the Administrator of Goa, Damán and Diu.

R. L. Segel, Law Secretary.

Panaji, 12th February, 1968.

(Tradução)
GOVERNO DE GOA, DAMÃO
E DIO

Departamento de Administração da Secretaria-Geral

Despacho

SAD/PER/456

O Sr. V. R. Vaze, Magistrado judicial especial de 1.ª classe (Municipal), de Sholapur, é nomeado subsecretário do Departamento de Justiça do Governo de Goa, Damão e Diu, por período de dois anos, a partir da data em que entrar no exercício das suas funções nesta Administração. O mesmo servirá esta Administração em comissão de serviço e terá direito às condições normais de destacamento que vierem a ser autorizadas pelo Governo da Índia periodicamente. Presentemente o subsídio do destacamento é admissível até 31 de Março de 1968 e o mesmo será revisto posteriormente pelo Governo da Índia.

Por ordem e em nome do Administrador de Goa, Damão e Diu.

D. V. Sawant, Secretário adjunto (Nomeações).
Panaji, 14 de Fevereiro de 1968.

Departamento de Justiça

Repartição dos Registos e do Notariado

Portaria

RC/42/68

Tendo Maria Teza Milagrina D'Souza, residente em Ucasaim, requerido ao Governo, a mudança do seu nome Maria Teza Milagrina D'Souza para Maria Thereza Milagrina Agar Pinto;

Atendendo a que foram cumpridas todas as formalidades legais para esse fim designadas nos n.ºs 1.º a 3.º do artigo 178.º do Código do Registo Civil;

É autorizada Maria Teza Milagrina D'Souza, residente em Ucasaim, de harmonia com o disposto no n.º 4 do artigo 178.º do Código do Registo Civil, a mudar o seu nome Maria Teza Milagrina D'Souza para Maria Thereza Milagrina Agar Pinto, e bem assim a publicar no *Boletim Oficial* a presente portaria, devendo solicitar o competente averbamento no respectivo registo.

Por ordem e em nome do Administrador de Goa, Damão e Diu.

R. L. Segel, Secretário de Justiça.

Panaji, 12 de Fevereiro de 1968.

Office of the Chief Electoral Officer

Order

ELN/DQN/68

The following Order No. Goa-LA/4/67(3) dated 25-1-1968 issued by the Election Commission of India is hereby published for general information.

R. L. Segel, Chief Electoral Officer and Law Secretary.

Panaji, 13th February, 1968.

Election Commission, India

Order

Goa-LA/4/67(3)

Talkatora Road, New Delhi-1,

Dated the 25th January, 1968

Whereas the Election Commission is satisfied that Shri Souza Ismael Ernesto a contesting candidate for election to the Goa, Daman and Diu Legislative Assembly from Calangute constituency, has failed to lodge his account of election expenses in the manner required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, after considering the representation made by the said candidate, the Election Commission is further satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Souza Ismael Ernesto to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

By order,

K. S. RAJAGOPALAN

Secretary to the Election Commission.

Notification

ELN/PTN/2/68

The following notification No. 82/Goa/2/68 dated 17th January 1968 issued by the Election Commission of India is published for general information.

R. L. Segel, Chief Electoral Officer and Law Secretary.

Panaji, 13th February, 1968.

24 Magha Saka 1889.

Election Commission, India

Notification

82/Goa/2/68

New Delhi, January 17, 1968

In pursuance of section 106 of the Representation of the People Act, 1951, the Election Commission hereby publishes the order pronounced on the 3rd January, 1968, by the Judicial Commissioner's Court of Goa, Daman and Diu in Election Petition No. 2 of 1967.

By order,

K. S. RAJAGOPALAN

Secretary to the Election Commission.

Repartição do Oficial-Chefe Eleitoral

Portaria

ELN/DQN/68

Para conhecimento geral, a seguir se publica a portaria n.º Goa-LA/4/67(3), de 25 de Janeiro de 1968, expedida pela Comissão Eleitoral da Índia.

R. L. Segel, Oficial-Chefe Eleitoral e Secretário de Justiça.

Panaji, 13 de Fevereiro de 1968.

Comissão Eleitoral da Índia

Portaria

Goa-LA/4/67(3)

Talkatora Road, Nova-Delhi-1,

25 de Janeiro de 1968

Atendendo a que a Comissão Eleitoral da Índia, verificou que o Sr. Ismael Ernesto Souza, que apresentou a sua candidatura nas eleições para a Assembleia Legislativa de Goa, Damão e Diu, pelo círculo eleitoral de Calangute, não submeteu a folha das suas despesas eleitorais conforme exige o «Representation of the People Act, 1951» e as normas formuladas ao abrigo do mesmo;

Tendo em vista que, após ter apreciado o requerimento submetido pelo mesmo candidato, a Comissão Eleitoral acha que não existe qualquer razão ou explicação que possa justificar essa falta.

A Comissão Eleitoral, de harmonia com o artigo 10A do citado Act, declara que o Sr. Ismael Ernesto Souza, fica desqualificado, quer para ser eleito ou ser um membro de qualquer das Câmaras do Parlamento, ou da Assembleia Legislativa ou do Conselho Legislativo de qualquer Estado, por período de três anos, a partir da data desta portaria.

Por ordem,

K. S. RAJAGOPALAN

Secretário da Comissão Eleitoral

JUDICIAL COMMISSIONER'S COURT
OF GOA, DAMAN AND DIU

Election petition no. 2 of 1967

Anjani Ramji Hadmat Petitioner.
versus

Fugro Narayan Shriniwas and 5 others. Respondents.

S/Shri S. K. Sonak, R. D. Acharya and V. N. Lawande for the Petitioner. Shri P. Mulgaonkar for the Respondent No. 1.

3rd January, 1968.

JUDGMENT

The election petitioner Anjani Ramji Hadmat lost to the respondent no. 1 Fugro Narayan Shriniwas the Diu Assembly seat during the general elections held in March 1967 by a margin of 51 votes, the respective votes scored by them being 1501 and 1552. The petitioner contends that the election of the respondent no. 1 is void because he (respondent no. 1) had a subsisting contract at the relevant period with the Government of the Union Territory of Goa, Daman and Diu for the supply of goods to that Government. The respondent no. 1 controverted that allegation. The solitary issue on which the contesting parties went to trial reads as under:—

«Whether there was a subsisting contract between the respondent no. 1 and the Public Works Department of the Government of the Union Territory of Goa, Daman and Diu in regular course of trade and business at the time respondent no. 1 put in his nomination paper, and if so to what effect? O. P. on the petitioner».

2. Respondents nos. 2 to 6 were also candidates for the Diu seat, however, none of them turned up to oppose the petition despite personal service and so they were proceeded against ex-parte.

3. Section 9-A of the Representation of the People Act, 1951, hereinafter called the Act, says that a person shall be disqualified if, and for so long as, there subsists a contract entered into by him in the course of his trade or business with the appropriate Government for the supply of goods to, or for the execution of any works undertaken by, that Government. There is an Explanation appended to the Section which I shall reproduce at the appropriate stage in the judgment. According to clause (e) of Section 2 of the Indian Contract Act every promise and every set of promises, forming the consideration for each other, constitutes an agreement, in clause (h) of the Section the expression «contract» is defined as an agreement enforceable by law.

4. The petitioner entered the witness box himself and examined Shri B. R. Naik, the Principal Engineer, P. W. D., of the Government of Goa, Daman and Diu, and Shri S. V. Pusalkar, the Assistant Engineer, P. W. D., Diu, to establish the issue of which the burden rested on him. He also placed reliance on a large number of documents. Shri B. R. Naik deposed that the Government has Water Works Installations at Diu and that the maintenance of those installations is the direct charge of the Assistant Engineer posted there. For the maintenance of those installations, he said further, the Government requires fuels and lubricants each year. Shri Pusalkar, the Assistant Engineer, affirmed that during the period 1st of April 1966 to 31st of March 1967 the fuels and lubricants required for the installations at Diu were supplied by the respondent no. 1. This happened, he added, pursuant to arrangement made with the respondent no. 1 by Shri V. R. Kuchelkar, his predecessor-in-office at Diu. Shri Pusalkar stated further that his predecessor had called for quotations of the materials mentioned in the document Exh. P-2 from the four dealers named therein. Three dealers, including the respondent no. 1, submitted their quotations under sealed covers and the quotations received from respondent no. 1 are set out in his letter Exh. P-3. The rates quoted by respondent no. 1 being the lowest in respect of high speed diesel, light diesel oil and lubricants, Shri Kuchelkar recommended to the Executive Engineer of the Public Health Division at Panjim per letter Exh. P-5 that they should be accepted. The Executive Engineer approved the recommendation made by his order Exh. P-6 dated 25-4-1966. On receipt of the sanction from the Executive Engineer, Shri Kuchelkar wrote a letter to the respondent no. 1 apprising him that his quotations had been accepted in respect of high speed diesel, light diesel oil, and lubricant oil no. 40. Exh. P-7 is the copy of that letter. Thereafter, firstly Shri Kuchelkar and after his transfer Shri Pusalkar placed various orders with the respondent no. 1 for the purchase of the materials from time to time and the respondent no. 1 supplied the requisite quantities. Respondent no. 1 was duly paid for all the supplies made during the financial year 1966-67.

5. On the basis of the statements made by Shri B. R. Naik and Shri Pusalkar it was contended on behalf of the petitioner that with the writing of letter Exh. P-7 by Shri Kuchelkar to respondent no. 1 a contract came into existence between Government of Goa, Daman and Diu and the respondent no. 1 for supply of the materials mentioned therein. Shri Mulgaonkar, the learned counsel for the respondent no. 1, urged on the other hand, that no agreement or contract was made between the parties by the correspondence aforementioned and that at the best an arrangement had been made under which the Assistant Engineer at Diu could purchase from respondent no. 1 the three varieties of the materials at the rates quoted in the letter Exh. P-3. Shri Mulgaonkar submitted further that everytime an order was placed by the Assistant Engineer with the respondent no. 1 a distinct contract came into being and immediately the supply pursuant to that order was made by respondent no. 1 that contract was concluded though the price for that particular supply may have been paid subsequently. To support this contention he relied upon the Explanation appended to Section 9-A of the Act.

6. In support of their rival contentions the learned counsel for the parties, significantly enough, relied upon two Supreme Court cases reported in A. I. R. 1954 S. C. 236, Chatterbhuj vs. Moreshwar Parsham, and A. I. R. 1966 S. C. 580, Laliteswar Prashad vs. Bateswar Prashad. Each counsel interpreted the two authorities in a way which advanced his contention. Before proceeding to examine the points that arise for de-

termination in the case I would like to reproduce Article 299(1) of the Constitution. It reads as under:—

«All contracts made in the exercise of the executive power of the Union or of a State shall be expressed to be made by the President, or by Governor ... of the State, as the case may be, and all such contracts and all assurances of property made in the exercise of that power shall be executed on behalf of the President or the Governor ... by such persons and in such manner as he may direct or authorise».

7. The Supreme Court observed in the case of Chatterbhuj (Supra) that the provisions of Article 299(1) were not inserted for the sake of mere form and that they are meant to safeguard Government against unauthorised contracts. If in fact a contract is unauthorised, it was observed further, or in excess of authority, it is right that the Government should be safeguarded. Shri B. R. Naik (PW 1) deposed that since 29-4-1966 it was the Principal Engineer of the Union Territory alone, and none subordinate to him, who had the authority to sign the contracts on behalf of the President of India. He clarified the situation further by affirming that the Principal Engineer of the Union Territory is the Additional Secretary of the P. W. D. and that under the standing rules of the P. W. D. only Secretaries and Additional Secretaries in the P. W. D. Department can sign the contracts on behalf of the President of India. If that is the correct and factual position, neither the Assistant Engineer at Diu nor the Executive Engineer of Public Health Division at Panjim had the necessary authority to enter into or sign the contracts on behalf of the President of India. Shri Naik explained, during cross-examination, that there are three varieties of expenditures which the Public Works Departments incurs, they being (1) expenditure on works undertaken, (2) recurring expenditure, and (3) non-recurring expenditure. He deposed further that in regard to the first variety the Department has to enter into formal contract in writing in the name of the President of India, but qua the other two varieties there is no such obligation. He said further that the Assistant Engineer has no authority to enter into P. W. D. contracts on behalf of the President of India in regard to the first variety and that if he (Assistant Engineer) enters into any agreement in respect of recurring or non-recurring expenditure he will do so not on behalf of the President of India but only to safeguard his official position. The witness went on to state that the expression «P. W. D. Contracts» is defined in P. W. P. Forms Nos. 7 and 8 and that the purchases made by the Government functionaries in regard to recurring and non-recurring expenditures do not fall within the definition of those contracts. Earlier, in his examination-in-chief the witness had deposed that since the purchase of fuels and lubricants for Water works at Diu falls in the category of recurring expenditure, it is not obligatory on the Assistant Engineer to make a reference to him on how he has arranged the supplies. The witness added that the Assistant Engineer was not bound in terms of the rules to send him (the witness) a copy of the quotations received from respondent no. 1 as the amount involved fell in the category of recurring expenditure. The witness was equally emphatic in deposing that there was no necessity in terms of the rules for the Assistant Engineer, Diu, to refer the matter to the Public Health Engineering Division at Panjim and that if he had done so it must be by way of abundant precaution.

8. It is apparent from the testimony of Shri B. R. Naik that the purchases of fuels and lubricants for the installations at Diu fall in the category of recurring expenditure and that contracts for such purchases fall within the ambit of authority vested in the Assistant Engineer. It is equally clear from that testimony that according to the standing rules contracts for purchase of fuels and lubricants do not fall in the category of P. W. D. contracts, that the only person out of the P. W. D. who can make contracts on behalf of the President of India is the Principal Engineer and that the Assistant Engineer at Diu or the Executive Engineer of the Public Health Division at Panjim are not possessed of any such authority. The statement of this witness consequently does not advance the case of the petitioner. Shri B. R. Naik clinched the issue against the petitions by affirming the correctness of the certificate Exh. R-1 wherein it is mentioned that the respondent no. 1 had not entered into any contract for the supply of goods or for execution of works with the Public Works Department during the year 1966-67.

9. The statement made by Assistant Engineer Pusalkar, as I read it, is more damaging to the petitioner's case. Shri Pusalkar deposed in cross-examination that if after the As-

sistant Engineer had agreed to purchase the articles from respondent no. 1 at the prices quoted the latter had refused to supply the materials, the Assistant Engineer could not force the respondent no. 1 to sell the articles. If such a situation developed, the witness added, the Assistant Engineer would have no alternative but to invite fresh quotations. Likewise, the witness concluded, the respondent no. 1 could not force the Assistant Engineer to purchase the articles at the approved rates from him if he (Assistant Engineer) were unwilling to do so. This statement coming from the mouth of a witness examined by the petitioner himself is conclusive on the controversy between the parties. It clearly indicates that the willingness of the respondent no. 1 to sell the materials at the rates quoted by him and approval of those rates by the Public Health Engineer at Panjim were not in the nature of a binding contract between the parties and that the only purpose behind the arrangement made was that the Government could purchase the articles from respondent no. 1 at some concessional rates, while the respondent no. 1 had the advantage of securing a customer who was expected to purchase the materials in bulk and from whom the payments could be expected in a reasonable time.

10. The facts of the Chattrbhuj case are in a way parallel to the case in hand. There, as here, some correspondence had been exchanged between the firm Moolji Sicka & Co. and the Chairman of the Board of Administration on behalf of the Union Government for supply of certain brands of bidis for the Armed Forces. No formal agreement in writing was prepared. The question that arose for determination was whether the two parties had entered into agreement on the basis of correspondence exchanged between them. The Supreme Court negated the contention of the defeated candidate that a contract could be spelt out of that correspondence. I cannot do better in stating the view expressed by the Supreme Court than quote the following extracts from the judgment:—

«We do not intend to analyse these letters in detail here. It is enough to say that in our opinion no binding engagement can be spelt out of them except to this extent: Moolji Sicka & Company undertook to sell to the canteen contractors only through the Canteen Stores and not direct and undertook to pay a commission on all sales. This, in our opinion, constituted a continuing arrangement under which the Canteen Stores, i.e. the Government, would be entitled to the commission on all orders placed and accepted in accordance with the arrangement; and in fact the Canteen Stores did obtain a sum of Rs. 7,500 in satisfaction of a claim of this kind.

But except for this, the letters merely set out the terms on which the parties were ready to do business with each other if an when orders were placed and executed. As soon as an order was placed and accepted a contract arose. It is true this contract would be governed by the terms set out in the letter but until an order was placed and accepted there was no contract. Also, each separate order and acceptance constituted a different and distinct contract».

These observations lend weight to the contention of respondent no. 1 that no contract was concluded between the parties by the exchange of correspondence and that on the foot of arrangement made between the parties individual contracts came into being when the respondent no. 1 supplied the materials on receipt of the demands made by the Assistant Engineer at Diu. I would, therefore, repel the argument of Shri Sonak, the learned counsel for the petitioner, that the Government had entered into any contract with the respondent no. 1 on the basis of letters exchanged between them.

11. Shri Sonak laid stress on the fact that in the case of Chattrbhuj the Supreme Court had upheld the contention advanced on behalf of Moreswar Parshad that there was a subsisting contract between Chattrbhuj and the Government on the date the nomination papers for the Parliamentary seat were filed. That conclusion, a perusal of the judgment would reveal, was reached not on the basis of the correspondence exchanged but on the footing the some quantities of bidis purchased by the Government and for which the payment had not been made by the crucial date. The ratio behind that conclusion of the Supreme Court can be comprehended if we take into account the law then prevailing and the change effected thereafter, Clause (d) of Section 7 of the Act as it stood in 1952, when Chattrbhuj was elected, read as under:

«7. A person shall be disqualified for being chosen as, and for being, a member of either House of Parliament

or of the Legislative Assembly or Legislative Council of a State

(d) if, whether by himself or by any person or body of persons in trust for him or for his benefit or on his account, he has any share or interest in a contract for the supply of goods to, or for the execution of any works or the performance of any service undertaken by, the appropriate Government».

However, the law at present is contained in Section 9-A of the Act and that statutory provision is in the following words:—

«9A.—Disqualification for Government contracts, etc.—A person shall be disqualified if, and for so long as, there subsists a contract entered into by him in the course of his trade or business with the appropriate Government for the supply of goods to, or for the execution of any works undertaken by, that Government.

Explanation:— For the purposes of this section, where a contract has been fully performed by the person by whom it has been entered into with the appropriate Government, the contract shall be deemed not to subsist by reason only of the fact that the Government has not performed its part of the contract either wholly or in part».

It was held in the case of Chattrbhuj, on the basis of clause (d) of Section 7 of the Act, that a contract for the supply of goods does not terminate when the goods are supplied and that it continues in being till it is fully discharged on performance by both the sides. It cannot be said, the Supreme Court observed, that the moment a contract is fully executed on one side and all that remains is to receive payment from the other; then the contract terminates and a new relationship of debtor and creditor takes its place. There is always a possibility of the liability being disputed before actual payment is made and the vendor may have to bring an action to establish his claim to payment. The existence of the debt depends on the contract and cannot be established without showing that the payment was a term of the contract. It is true the contractor might abandon the contract and might sue on «quantum meruit» but if the other side contested and relied on the terms of the contract, the decision would have to rest on that basis. These observations of the Supreme Court in Chattrbhuj's case were approved in the subsequent case of Laliteswar Parshad (Supra) where it was held that the provision of Section 7(d) of the Act apply both to executory and executed contracts and a contract for the supply of goods or for the execution of any works or for the performance of any services undertaken does not cease to subsist only because the goods had been supplied or work had been executed or services performed. It continues to subsist, the Supreme Court added, till payment is made and the contract is fully discharged by performance by both the sides. However, subsequently, the Parliament effected a change in the relevant provisions of law by substituting Section 7 (d) with Section 9-A of the Act. The Explanation appended to Section 9-A makes it clear that for the purposes of that Section the contract shall be deemed not to subsist by reason only of the fact that the Government has not performed its part of the contract either wholly or in part if the contract has been fully performed by the person by whom it had been entered into with the appropriate Government. Therefore, as at present, even if the Government has not paid wholly or even in part the price for the goods supplied pursuant to a contract, the contract shall not be deemed to be subsisting for the purposes of Section 9-A of the Act. Hence the ultimate decision given by the Supreme Court in the case of Chattrbhuj has to be understood in the context of the peculiar feature of the law then prevalent. The following passage from the judgment in Chattrbhuj case illustrates the point:—

«But even if all that be disregarded and it be assumed that Moolji Sicka & Company had fully performed their part of the contract by placing the goods on rails before 15-11-1951, we are of opinion that the contracts were not at an end until the vendors were paid and the contracts were fully discharged».

12. Article 299(1) of the Constitution, already reproduced, enjoins that contracts on behalf of the Union or a State shall made in writing, that they shall be made by the President or by the Governor of the State, as the case may be, and that they shall be executed on behalf of the President or the Governor by a person and in the manner directed or authorised by him. The correspondence exchanged between the Assistant Engineer at Diu and the respondent no. 1 does not indicate

that an agreement, if at all, was made by the President of India, nor is there any evidence that that agreement had been executed on behalf of the President of India either by a person or in the manner directed or authorised by the President. Shri B. R. Naik, the Chief witness of the petitioner, knocked the bottom out of the petitioner's case by affirming that the Principal Engineer is the only authorised person within the Public Works Department of the Union Territory to make the contracts on behalf of the President of India and that he (the witness) had not even been informed about the quotations received by the Assistant Engineer from respondent no. 1. The Assistant Engineer told the Court as PW. 2 that only the Executive Engineer of the Public Health Engineering Division at Panjim had been taken into confidence in regard to the quotations received from respondent no. 1. Therefore, there has not been even a semblance of compliance with the statutory provisions enacted in Art. 299(1) of the Constitution in the present case. Hence the rule laid down by the Supreme Court in the case of *Chatturbhuj* can render no assistance to the petitioner. A reference to para 41 of the judgment in that case would reveal that the Chairman of the Board of Administration had not obly been found by the Court to have acted on behalf of the Union Government but it had also been proved that he had the necessary authority to make a contract on behalf of the Union Government. The only flaw noticed was that the contract was not in proper form, and so, because of that purely technical defect, the Principal, which was the Government, could not have been sued. However, in the instant case the contract, if at all made, had been concluded by the Assistant Engineer at Diu or by the Executive Engineer of the Public Health Division at Panjim. Shri B. R. Naik has deposed for the petitioner that none of the two officers had the authority to make any contract on behalf of the President. Consequently, there has been a complete non-compliance with the provisions of Article 299(1), and not a mere formal defect of the nature found in *Chatturbhuj's* case. As such our case is distinguishable from the latter case on two grounds, namely, (1) assuming that a contract had been made, that contract was concluded on behalf of Government by a person who had no authority at all to enter into such contracts, and (2) that Section 7 (d) of the Act which was in force at the time *Chatturbhuj's* case cropped up has been replaced by Section 9-A which is fundamentally different from the former provision. I might usefully recall here that I have given a finding above, and that too on the basis of principles settled in the case of *Chatturbhuj*, that no contract came into existence between the parties on the basis of letters exchanged between them.

13. It was emphasised by the Supreme Court in the case of *Laliteshwar Prashad* that the legislature has used the word «contract» in Section 7(d) of the Act and not the word «agreement» and as such the Court cannot substitute the word «agreement» by the word «contract». It can bear repetition to state that according to clause (h) of Section 2 of the Contract Act, contract is an agreement enforceable by law. It was held by the Supreme Court in *A. I. R. 1962 S. C. 779, State of West Bengal vs. M/s B. K. Mondal*, that the contract would be invalid if there was failure on part of the parties to comply with Article 299(1) of the Constitution. Since in our case there had been an utter non-observance of the provisions of Article 299(1), it is futile to contend that any contract had been concluded between the Government and the respondent no. 1. The exact scope of the finding given in *Chatturbhuj's* case was explained in the aforementioned case of *State of West Bengal*. It was pointed out that in the case of *Chatturbhuj* the Court was dealing with the narrow question as to

whether the impugned contract for the supply of goods would cease to attract the provisions of Section 7(d) of the Act on the ground that it did not comply with the provisions of article 299(1), and the Court held that notwithstanding the fact that the contract could not be enforced against the Government it was a contract which fell within the mischief of Section 7(d) of the Act. It was observed further that in *Chatturbhuj's* case Bose, J., had expressly stated that a contract in violation of the statutory provision of article 299(1) cannot be enforced against the Government, nor is it binding on it. Hence the scope of what was held in *Chatturbhuj's* case must be confined to the narrow limits indicated in the case of the *State of West Bengal*. Further, the implications of the actual findings recorded in *Chatturbhuj's* case should be adjudged in the light of the facts proved in that case. There, I may repeat, the correspondence had been done by the Chairman of the Administration Board and that Chairman had not only acted on behalf of the Union Government but he had also the necessary authority to contract on behalf of that Government. The only flaw which was noticed with the contract was that it had not been made in the proper form and on account of that technical defect the Government could not have been sued. In our case the alleged contract was made by an altogether unauthorised person. Hence our case is distinguishable on facts from the case of *Chatturbhuj*, and since there was complete non-observance of the provisions of article 299(1) in our case the alleged contract is altogether void. Hence there never came into existence any contract between the parties, much less there was a subsisting contract on the relevant date.

14. The upshot of the above discussion of parties' evidence, the authorities cited and the statutory provisions is that the letters exchanged between the respondent no. 1 and the Assistant Engineer at Diu did not culminate in a concluded contract, that at the best only an arrangement was arrived at between them under which the respondent no. 1 undertook to supply the fuels and lubricants at the specified rates, and that if the respondent refused to sell, or the Assistant Engineer exhibited reluctant to purchase, at those rates neither rendered himself liable to compensation in the sense a breach of agreement implies. In terms of the arrangement made, a contract came into being only when order was placed by the Assistant Engineer with the respondent no. 1 and the latter undertook to make the supply, but the contract concluded at the very instant the articles were delivered irrespective of the fact when they were paid for, this by virtue of the Explanation to Section 9-A of the Act. The Explanation account for the change in law after the Supreme Court decided the case of *Chatturbhuj*. In view of this change there could never be an occasion when a subsisting contract could prevail between the parties to this election petition.

15. As a result, I hold that the petitioner has failed to establish the issue with the consequence that the petition must fail. Therefore I reject the same. However, since the point of law involved in the case was somewhat difficult I am inclined to leave the parties to bear their own costs and order accordingly. Announced in open Court, Respt. no. 1 with Shri Mulgaoncar Present.

R. S. BINDRA

Additional Judicial Commissioner of Goa, Daman and Diu, Panaji.

Local Self Government Department

Land Acquisition Act, 1894 (Act I of 1894)

No. LSG/MUN/309/68 — Whereas it appears to the Appropriate Government (hereinafter referred to as «the Government») that the land specified in the schedule hereto (hereinafter referred to as the «said land») is likely to be needed for public purpose viz., for bus stand at Ponda.

Therefore the Government is pleased to notify under sub-section (1) of section 4 of the said Act that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyors or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise

Departamento de Administração Autónoma

«Land Acquisition Act, 1894 (Act I of 1894)»

N.º ISG/MUN/309/68 — Considerando que o Governo interessado (referido daqui em diante como «Governo») acha que o terreno especificado no quadro anexo (referido daqui em diante como «aludido terreno») é de utilidade pública para os fins da praça de autocarros em Ponda.

Torna-se público, ao abrigo da alínea (1) do artigo 4.º do citado Act, que o aludido terreno é necessário para os fins públicos acima referidos.

2. Os interessados no aludido terreno são por este avisados a não impedir ou interferir com os agrimensores e outro pessoal em serviço no aludido terreno, para os fins da aquisição do mesmo. Quaisquer contratos para alienação do aludido terreno, por meio de venda, arrendamento, hipoteca, cedência, troca ou de qualquer outra forma, ou quaisquer

or any outlay commenced or improvement made thereon without the sanction of the Collector, after the date of the publication of this notification, will under clause (7th) of section 24 of the said Act, be disregarded by the officer assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Government Gazette, in the due course. If the acquisition is abandoned wholly or in part, the fact will be duly notified in the Government Gazette.

4. The Government is further pleased to appoint under clause (c) of section 3 of the said Act, the Deputy Collector South Sub-Division, Margao, to perform the functions of a Collector under the said Act, in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Deputy Collector, South Sub-Division, Margao.
3. The President of Ponda Municipality, Ponda.

6. A rough plan of the said land is available for inspection in the office of the above said Deputy Collector, for a period of 30 days from the date of this Notification.

SCHEDULE

Taluka	Town Village	Description of the said land	Approximate Area
Ponda	Queulá	A strip of land on the right side of the Panaji-Ponda highway, comprising a part of survey No. 156-A and bounded on the North by National highway Panaji-Ponda, on the West and South by Nalla, on the East by Municipal road	1935 Sq. m.

By order and in the name of Administrator of Goa,
Damian and Diu.

W. G. Ranandive, Revenue Secretary.

Panjim, 13th January, 1968.

Food and Civil Supplies Department

Public Works Department

Principal Engineer's Office

Notification

PWD/LA/WDIII/12/68

Whereas by Government Notification, Revenue Department No. RD/LQN/208/66, dated 19th October, 1966, published on page 162 Series II of the Government Gazette dated 27th October, 1966, it was notified u/s 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act»), that the land, specified in the Schedule hereto (hereinafter referred to as «the said land») was needed for the public purpose viz. for water pumping line Scheme at Assonora.

And whereas the Appropriate Government (hereinafter referred to as «the Government») is satisfied that the said land is needed to be acquired at the public expense for the public purpose specified above.

And whereas the acquisition of the said land is urgently necessary.

Now, therefore the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

projectos ou melhoramentos feitos no mesmo, sem autorização do Collector, depois da data deste aviso, não serão tomados em consideração, ao abrigo do artigo 24.º (sétimo) do referido Act, pelos funcionários encarregados de atribuir compensação pelas partes do aludido terreno que venham a ser finalmente adquiridas.

3. Caso o Governo considere que o aludido terreno é necessário para os fins acima referidos, será publicado oportunamente no *Boletim Oficial*, um aviso final para esse efeito, ao abrigo do artigo 6.º do referido Act. Se a aquisição for abandonada, total ou parcialmente, o facto será publicado no *Boletim Oficial*, na devida altura.

4. O Governo, ao abrigo da alínea (c) do artigo 3.º do citado Act, nomeia o Collector adjunto da sub-divisão do sul, Margão, para exercer as funções de Collector, ao abrigo do citado Act, em todos os actos relacionados com o aludido terreno.

5. O Governo também autoriza, ao abrigo da alínea (2) do artigo 4.º do referido Act, as seguintes entidades oficiais a exercerem as funções especificadas na mesma lei, em relação ao aludido terreno:

1. Collector de Goa, Panagi.
2. Collectór adjunto, Sub-Divisão do sul, Margão.
3. Presidente da Câmara Municipal de Ponda.

6. O plano do aludido terreno poderá ser consultado na Repartição do referido Collector adjunto, por periodo de 30 dias, contado da data deste despacho.

QUADRO

Concelho	Cidade Aldeia	Descrição do aludido terreno	Área apro- ximada
Pondá	Queulá	Faixa de terreno do lado direito da estrada Panaji-Pondá, abrangendo parte do cadastro n.º 156-A, confrontado de norte pela estrada nacional Panaji-Ponda, de ponte e sul pelo rigueiro e de nascente pela estrada municipal	1935 m²

Por ordem e em nome do Administrador de Goa, Damão e Diu.

W. G. Ranadive, Secetário (Rendimentos).

Pangim, 13 de Janeiro de 1968.

Departamento de Alimentação e Abastecimento Cívil

Serviços das Obras Públicas

Repartição do Engenheiro-Chefe

Despacho

PWD/LA/WDIII/12/68

Atendendo a que por despacho do Departamento de Rendimentos, n.º RD/LQN/208/66, de 19 de Outubro de 1966, publicado à pgs. 162 do *Boletim Oficial*, 2.ª série, de 27 de Outubro de 1966, foi tornado público, ao abrigo do artigo 4.º do «Land Acquisition Act, 1894» (referido daqui em diante como «citado Act») que o terreno mencionado no quadro anexo ao mesmo despacho (referido daqui em diante como «aludido terreno») era de utilidade pública para os fins da rede de canalização em Assonora.

Tendo em vista que o Governo interessado (referido daqui em diante como «Governo») considera necessário adquirir o terreno mencionado no quadro anexo para os fins públicos acima referidos.

Considerando que a aquisição do aludido terreno é de urgente necessidade.

Por este se declara, nos termos do artigo 6.º do citado Act, que o aludido terreno é necessário para os fins públicos acima referidos.

The Government is also pleased to direct under sub-section (1) of Section 17 of the said Act, that the Collector appointed under paragraph 2 below, shall at any time on expiration of fifteen days from the publication of the notice relating to the said land under Sub-section (1) of section 9 of the said Act, take possession of all waste or arable land.

2. The Government is also pleased to appoint under clause (c) of section 3 of the said Act, the Deputy Collector, North Sub-Division, Panaji to perform the functions of a Collector for all proceedings hereafter to be taken in respect of the said land. He is also directed under Section 7 of the said Act to take order for the acquisition of the land.

3. A plan of the said land can be inspected at the office of the said Deputy Collector at Panaji.

O Governo determina, ao abrigo da alínea (1) do artigo 17.º do citado Act, que o Collector designado no § 2.º a seguir, deverá tomar posse de todo o terreno inculto ou cultivável, em qualquer altura após ter expirado o prazo de 15 dias contado da publicação do aviso relativo ao aludido terreno, ao abrigo da alínea (1) do artigo 9.º do citado Act.

2. O Governo nomeia, ao abrigo da alínea (c) do artigo 3.º do citado Act, o Collector adjunto da sub-divisão do norte, Panaji, para exercer as funções de Collector em todos os actos relacionados com o aludido terreno, devendo, ao abrigo do artigo 7.º do citado Act, tomar as necessárias medidas para a aquisição do mesmo terreno.

3. O plano do aludido terreno poderá ser consultado na Repartição do referido Collector adjunto, Panaji.

SCHEDULE — QUADRO

Taluka	Aldeia	Description of the said land			Approximate area
		Plot no.	Survey no.	Name of the person believed to be interested	
Concelho	Village	Descrição do aludido terreno			Área aproximada
		Terreno n.º	N.º de cadastro	Nome da pessoa que se presume ser interessada	
Bardez	Moitem	1	3/Part	Shri Chinno Ramachondra Padval of Assonora	3194 sq. metres

4. The Government is also pleased to declare that the land proposed to be required which was approximately mentioned as 3200 sq. metres in the earlier Notification issued under Section 4 of the said Act has been surveyed and planned and found to be 3194 sq. metres which has been shown in the above schedule.

By order and in the name of the Administrator of Goa, Daman and Diu.

B. R. Naique, Principal Engineer, P. W. D. and Ex-Officio Additional Secretary to the Government.

Panjim, 2nd February, 1968.

4. O Governo declara que o terreno que se pretende adquirir, cuja área foi mencionada como sendo de 3200 m² aproximadamente, no despacho anterior, expedido ao abrigo do artigo 4.º do referido Act, foi vistoriado e medido e verificou-se que a área do mesmo é de 3194 m² como se acha indicado no quadro acima.

Por ordem e em nome do Administrador de Goa, Damão e Diu.

B. R. Naique, Engenheiro-Chefe dos Serviços das Obras Públicas e Secretário Adicional, ex-officio.

Pangim, 2 de Fevereiro de 1968.

Land Acquisition Act 1894 (Act 1 of 1894)

No. PWD/LA/5/68 — Whereas it appears to the Appropriate Government (hereinafter referred to as the «Government») that the land specified in the schedule hereto (hereinafter referred to as the «said land») is likely to be needed for public purpose viz. for widening of Onda Piliem Road.

Therefore the Government is pleased to notify under sub-section (1) of section 4 of the said Act that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyors or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, lease mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector after the date of the publication of this Notification, will under clause (seventh) of section 24 of the said Act, be disregarded by the officer assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Government Gazette, in the due course. If the acquisition is abandoned wholly or in part, the fact will be duly notified in the Government Gazette.

4. The Government is further pleased to appoint under clause (c) of section 3 of the said Act, the Deputy Collector South Sub-Division, Margao, to perform the functions of a Collector under the said Act, in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of section 4 of the said Act, the following officers to do the Act, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Deputy Collector, South Sub-Division, Margao.
3. The Executive Engineer, P. W. D., Division II, Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the abovesaid Deputy Collector, for a period of 30 days from the date of this Notification.

«Land Acquisition Act 1894 (Act 1 of 1894)»

N.º PWD/LA/5/68 — Considerando que o Governo interessado (referido daqui em diante como «Governo») acha que o terreno especificado no quadro anexo (referido daqui em diante como «aludido terreno») é de utilidade pública para os fins do alargamento da estrada Onda-Piliém.

Torna-se público, ao abrigo da alínea (1) do artigo 4.º do citado Act, que o aludido terreno é necessário para os fins públicos acima referidos.

2. Os interessados no aludido terreno são por este avisados a não impedir ou interferir com os agrimensores e outro pessoal em serviço no aludido terreno para os fins da aquisição do mesmo. Quaisquer contratos para alienação do aludido terreno, por meio de venda, arrendamento, hipoteca, troca ou de qualquer outra forma, ou quaisquer projectos ou melhoramentos feitos no mesmo, sem autorização do Collector, depois da data deste aviso, não serão tomados em consideração, ao abrigo do artigo 24.º (sétimo) do referido Act, pelos funcionários encarregados de atribuir compensação pelas partes do aludido terreno que venham a ser finalmente adquiridas.

3. Caso o Governo considere que o aludido terreno é necessário para os fins acima referidos, será publicado, oportunamente, no *Boletim Oficial*, um aviso final para esse efeito, ao abrigo do artigo 6.º do citado Act. Se a aquisição for abandonada, total ou parcialmente, o facto será notificado no *Boletim Oficial*, na devida altura.

4. O Governo, ao abrigo da alínea (c) do artigo 3.º do citado Act, nomeia o Collector adjunto da sub-divisão do sul, Margão, para exercer as funções de Collector, ao abrigo do citado Act, em todos os actos relacionados com o aludido terreno.

5. O Governo também autoriza, ao abrigo da alínea (2) do artigo 4.º do citado Act, as seguintes entidades oficiais a exercerem as funções especificadas na mesma lei, em relação ao aludido terreno:

1. Collector de Goa, Panaji.
2. Collector adjunto da sub-divisão do sul, Margão.
3. Engenheiro executivo, Secção II, Serviços das Obras Públicas, Panaji.
4. Director da Repartição de Agrimensura.

6. O plano de aludido terreno poderá ser consultado na Repartição do referido Collector adjunto, por período de 30 dias, contado da data deste despacho.

SCHEDULE

Taluka	Village	Description of the said land	Approximate area
Ponda	Usgao	A strip of land on either side of the Usgao-Piliem highway between Km. 15 and Km. 15/8 comprising parts of survey Nos. 325, 320, 319, 318, 242, 316, 317, 338, 314, 297, 340, 339, 337, 336, 335, 330, 331, 328, 327, 329 and 326.	3816 sq. m.

By order and in the name of the Administrator of Goa, Daman and Diu.

Balcrishna R. Naik, Principal Engineer P. W. D. and Ex-Officio Addl. Secretary to the Government.

Panaji, 8th February, 1968.

Land Aquisition Act, 1894 (Act I of 1894)

No. PWD/LA/6/68 — Whereas it appears to the Appropriate Government (hereinafter referred to as the «Government») that the land specified in the schedule hereto (hereinafter referred to as the «said land») is likely to be needed for public purpose viz. for construction of a new road from Magarwada to Zari, via Thana Pardi.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the said Act that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyors or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector after the date of the publication of this Notification, will under clause (seventh) of section 24 of the said Act, be disregarded by the Officer assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose a declaration to that effect under section 6 of the said Act will be published in the Government Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be duly notified in the Government Gazette.

4. The Government is further pleased to direct under sub-section (4) of Section 17 of the said Act, that the acquisition of the said land is urgently necessary, the provisions of section 5(A) of the said Act shall not apply in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Daman.
2. The Executive Engineer, P. W. D., Works Division VII, Daman.

SCHEDULE

Sl. No.	Taluka	Village	Village sur. No. & sub. Divn. No.	Approximate area A G
1.	Daman	Magerwada	6534	0—10
2.	»	»	6535	0—04
3.	»	»	6536 to	0—04
4.	»	»	6539	0—15
5.	»	»	6540 to	0—10
6.	»	»	6542	
			6552 to	
7.	»	»	6554	0—04
8.	»	»	6555	0—04
9.	»	»	6567	0—02
10.	»	»	6566	0—04
11.	»	»	6570	0—05
			6610	0—04

QUADRO

Concelho	Aldeia	Descrição do terreno	Área aproximada
Pondá	Usgão	Faixa de terreno de ambos os lados da estrada Usgão-Piliem entre os km. 15 e km 15/8, abrangendo os cadastros n.ºs 325, 320, 319, 318, 242, 316, 317, 338, 314, 297, 340, 339, 337, 336, 335, 330, 331, 328, 327, 329 e 326.	3816 m²

Por ordem e em nome do Administrador de Goa, Damão e Diu.

Balcrishna R. Naik, Engenheiro-Chefe dos Serviços das Obras Públicas e Secretário Adicional, ex-officio do Governo.

Panaji, 8 de Fevereiro de 1968.

«Land Acquisition Act, 1894 (Act I of 1894)»

N.º PWD/LA/6/68 — Considerando que o Governo interessado (referido daqui em diante como «Governo») acha que o terreno especificado no quadro anexo (referido daqui em diante como «aludido terreno») é de utilidade pública para os fins da construção duma nova estrada de Magarwada a Zari, via Thana Pardi.

Torna-se público, ao abrigo da alínea (1) do artigo 4.º do citado Act, que o aludido terreno é necessário para os fins públicos acima referidos.

2. Os interessados no aludido terreno são por este avisados a não impedir ou interferir com os agrimensores e outro pessoal em serviço no aludido terreno, para os fins da aquisição do mesmo. Quaisquer contratos para alienação do aludido terreno, por meio de venda, arrendamento, hipoteca, cedência, troca ou de qualquer outra forma, ou quaisquer projectos ou melhoramentos feitos no mesmo, sem autorização do Collector, depois da data deste aviso, não serão tomados em consideração, ao abrigo do artigo 24.º (sétimo) do citado Act, pelos funcionários encarregados de atribuir compensação pelas partes do aludido terreno que venham a ser finalmente adquiridas.

3. Caso o Governo considere que o aludido terreno é necessário para os fins acima referidos, será publicado, oportunamente, no *Boletim Oficial*, um aviso final para esse efeito, ao abrigo do artigo 6.º do citado Act. Se a aquisição for abandonada, total ou parcialmente, o facto será publicado no *Boletim Oficial*, na devida altura.

4. O Governo determina, ao abrigo da alínea (4) do artigo 17.º do citado Act, que o disposto no artigo 5A do mesmo Act não terá aplicação em relação ao aludido terreno, como a aquisição do mesmo é de urgente necessidade.

5. O Governo também autoriza, ao abrigo da alínea (2) do artigo 4.º do citado Act, as seguintes entidades oficiais a exercerem em funções especificadas na mesma lei, em relação ao aludido terreno:

1. Collector de Damão.
2. Engenheiro Executivo, Secção de Obras VII, dos Serviços das Obras Públicas, Damão.

QUADRO

N.º de série	Concelho	Aldeia	N.º de cadastro e n.º de Sub-divisão	Área aproximada A G
1.	Damão	Magerwada	6534	
2.	»	»	6535	0—10
3.	»	»	6536 a	0—04
4.	»	»	6539	0—04
5.	»	»	6540 a	0—15
			6542	0—10
6.	»	»	6552 a	
			6554	
7.	»	»	6555	0—04
8.	»	»	6567	0—04
9.	»	»	6566	0—02
10.	»	»	6566	0—04
11.	»	»	6570	0—05
			6610	0—04

Sl. No.	Taluka	Village	Village sur. No. & sub. Divn. No.	Approximate area A G	N.º de série	Concelho	Aldeia	N.º de cadas- tro e n.º de Sub-divisão	Area aproximada A G
12.	»	»	6611 to		12.	»	»	6611 a	
13.	»	»	6612	0—02	13.	»	»	6612	0—02
14.	»	»	—	0—02	14.	»	»	—	0—02
15.	»	»	6632	0—06	15.	»	»	6632	0—06
16.	»	»	6644	0—04	16.	»	»	6644	0—04
17.	»	»	6852	0—02	17.	»	»	6852	0—02
18.	»	»	6835	0—02	18.	»	»	6835	0—02
19.	»	»	6852	0—02	19.	»	»	6852	0—02
20.	»	»	6836	0—02	20.	»	»	6836	0—02
21.	»	»	6852	0—02	21.	»	»	6852	0—02
22.	»	»	6889	0—02	22.	»	»	6889	0—02
23.	»	»	6896	0—02	23.	»	»	6896	0—02
24.	»	Thanapardi	— Gharwada	0—02	24.	»	Thanapardi	— Gharwada	0—02
25.	»	»	210	0—02	25.	»	»	210	0—02
26.	»	»	214 to		26.	»	»	214 a	
			216	0—10				216	0—10
27.	»	»	217	0—01	27.	»	»	217	0—01
28.	»	»	214	0—02	28.	»	»	214	0—02
29.	»	»	216	0—02	29.	»	»	216	0—02
30.	»	»	207	0—02	30.	»	»	207	0—02
31.	»	»	225	0—02	31.	»	»	225	0—02
32.	»	»	224	0—01	32.	»	»	224	0—01
33.	»	»	220	0—01	33.	»	»	220	0—01
34.	»	»	226	0—02	34.	»	»	226	0—02
35.	»	»	232 to		35.	»	»	232 a	
			233	0—02				233	0—02
36.	»	»	234	0—06	36.	»	»	234	0—06
37.	»	»	235	0—10	37.	»	»	235	0—10
38.	»	»	246	0—02	38.	»	»	246	0—02
39.	»	»	240	0—02	39.	»	»	240	0—02
40.	»	»	241	0—04	40.	»	»	241	0—04
41.	»	»	239	0—01	41.	»	»	239	0—01
42.	»	»	242	0—02	42.	»	»	242	0—02
43.	»	»	247 to		43.	»	»	247 a	
			250	0—10				250	0—10
44.	»	»	252	0—02	44.	»	»	252	0—02
45.	»	»	—	0—02	45.	»	»	—	0—02
46.	»	»	236	0—01	46.	»	»	236	0—01
47.	»	»	—	0—02	47.	»	»	—	0—02
48.	»	»	239	0—02	48.	»	»	239	0—02
49.	»	»	231	0—02	49.	»	»	231	0—02
50.	»	»	235	0—08	50.	»	»	235	0—08
51.	»	»	227	0—02	51.	»	»	227	0—02
52.	»	»	243	0—05	52.	»	»	243	0—05
53.	»	»	—	0—02	53.	»	»	—	0—02
53.A	»	»	—	0—10	53.A	»	»	—	0—10
54.	»	»	—	0—02	54.	»	»	—	0—02
55.	»	»	—	0—04	55.	»	»	—	0—04
56.	»	»	—	0—02	56.	»	»	—	0—02
57.	»	»	—	0—02	57.	»	»	—	0—02
58.	»	»	—	0—02	58.	»	»	—	0—02
59.	»	»	—	0—02	59.	»	»	—	0—02
60.	»	»	699	0—04	60.	»	»	699	0—04
61.	»	»	697		61.	»	»	697	
			698	0—02				698	0—02
62.	»	»	—	0—02	62.	»	»	—	0—02
63.	»	»	—	0—02	63.	»	»	—	0—02
64.	»	»	652	0—15	64.	»	»	652	0—15
65.	»	»	—	0—04	65.	»	»	—	0—04
66.	»	»	693	0—02	66.	»	»	693	0—02
67.	»	»	—	0—08	67.	»	»	—	0—08
68.	»	»	—	0—06	68.	»	»	—	0—06
69.	»	»	—	0—04	69.	»	»	—	0—04
70.	»	»	604	0—08	70.	»	»	604	0—08
71.	»	»	—	0—04	71.	»	»	—	0—04
72.	»	»	—	0—10	72.	»	»	—	0—10
73.	»	»	612	0—12	73.	»	»	612	0—12
74.	»	»	—	0—02	74.	»	»	—	0—02
75.	»	»	614	0—16	75.	»	»	614	0—16
76.	»	»	—	0—10	76.	»	»	—	0—10
77.	»	»	—	0—04	77.	»	»	—	0—04
78.	»	»	—	0—04	78.	»	»	—	0—04
				8—03					8—03

A Plan of the said land can be inspected at the office of the Executive Engineer, P. W. D., Works Division VII, Daman.

By order and in the name of the Administrator of Goa, Daman and Diu.

Balcrishna R. Naik, Principal Engineer P.W.D. and Ex-Officio Addl. Secretary to the Government.

Panaji, 18th February, 1968.

O plano do aludido terreno poderá ser consultado na Repartição do Engenheiro executivo da Secção de Obras VII, dos Serviços das Obras Públicas, Damão.

Por ordem e em nome do Administrador de Goa, Damão e Diu.

Balcrishna R. Naik, Engenheiro-Chefe dos Serviços das Obras Públicas e Secretário Adicional, ex-officio.

Panaji, 8 de Fevereiro de 1968.

Land Acquisition Act 1894 (Act I of 1894)

No. PWD/LA/7/68 — Whereas it appears to the Appropriate Government (hereinafter referred to as the «Government») that the land specified in the schedule hereto (hereinafter referred to as the «said land») is likely to be needed for public purpose viz. for constructing a new road from Vercund-Kachigam.

Therefore the Government is pleased to notify under section 4 of the said Act that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyors or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector after the date of the publication of this Notification, will under clause (seventh) of section 24 of the said Act, be disregarded by the officer assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Government Gazette, in the due course. If the acquisition is abandoned wholly or in part, the fact will be duly notified in the Government Gazette.

4. The Government is further pleased to direct under sub-section (4) of Section 17 of the said Act that the acquisition of the said land is urgently necessary, the provisions of section 5(A) of the said Act shall not apply in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Daman.
2. The Executive Engineer, P. W. D., Works Division VII, Daman.

6. A rough plan of the said land is available for inspection in the office of the Executive Engineer, P. W. D., Works Division VII, Daman.

SCHEDULE

S. No.	Taluka	Village	Village sur. No. & Sub-Division No.	Approximate Area
1.	Daman	Vercund	2370	0—02
2.	»	»	2371	0—04
3.	»	»	2251	0—02
4.	»	»	2370	0—02
5.	»	»	2257	0—02
6.	»	»	2258	0—02
7.	»	»	2259	0—02
8.	»	»	2260	0—02
9.	»	»	2253	0—02
10.	»	»	200	0—01
11.	»	»	273	0—02
12.	»	»	274	0—08
13.	»	»	182	0—06
14.	»	»	183	0—02
15.	»	»	186	0—02
16.	»	»	2291	0—02
17.	»	»	2268	0—15
18.	»	»	2291	0—02
19.	»	»	—	0—00
20.	»	»	—	1—20
21.	»	»	2	0—02
			15	0—02
22.	»	»	255	0—02
23.	»	»	256	0—01
24.	»	»	264	0—06
25.	»	»	265	0—02
26.	»	»	266	0—00 ½
27.	»	»	275	0—03
28.	»	»	276	0—02
29.	»	»	277	0—01
30.	»	»	279	0—03
31.	»	»	281	0—01
32.	»	»	282	0—03
33.	»	»	435	0—04
34.	»	»	436	0—04
35.	»	»	437	0—03

«Land Acquisition Act 1894 (Act I of 1894)»

N.º PWD/LA/7/68 — Considerando que o Governo interessado (referido daqui em diante como «Governo») acha que o terreno especificado no quadro anexo (referido daqui em diante como «aludido terreno») é de utilidade pública para os fins da construção duma nova estrada de Vercunda-Kachigam.

Torna-se público ao abrigo do disposto no artigo 4.º do citado Act, que o aludido terreno é necessário para os fins públicos acima referidos.

2. Os interessados no aludido terreno são por este avisados a não impedir ou interferir com os agrimensores e outro pessoal em serviço no aludido terreno, para os fins da aquisição do mesmo. Quaisquer contratos para alienação do aludido terreno, por meio de venda, arrendamento, hipoteca cedência, troca ou de qualquer outra forma, ou quaisquer projectos ou melhoramentos feitos no mesmo, sem autorização do Collector, depois da data deste aviso, não serão tomados em consideração, ao abrigo do artigo 24.º (sétimo) do referido Act, pelos funcionários encarregados de atribuir compensação pelas partes do aludido terreno que venham a ser finalmente adquiridas.

3. Caso o Governo considere que o aludido terreno é necessário para os fins acima referidos, será publicado oportunamente no *Boletim Oficial*, um aviso final para esse efeito, ao abrigo do artigo 6.º do referido Act. Se a aquisição for abandonada, total ou parcialmente, o facto será notificado no *Boletim Oficial*, na devida altura.

4. O Governo determina, ao abrigo da alínea (4) do artigo 17.º do citado Act, que o disposto no artigo 5A do mesmo Act, não terá aplicação em relação ao aludido terreno.

5. O Governo também autoriza, ao abrigo da alínea (2) do artigo 4.º do referido Act, as seguintes entidades oficiais a exercerem as funções especificadas na mesma lei, em relação ao aludido terreno:

1. Colector de Damão.
2. Engenheiro executivo, Secção de Obras VII, dos Serviços das Obras Públicas, Damão.

6. O plano do aludido terreno poderá ser consultado na Repartição do engenheiro executivo da Secção de Obras VII, dos Serviços das Obras Públicas, Damão.

QUADRO

N.º de série	Concelho	Aldeia	N.º de cadastro e n.º da sub-divisão	Área aproximada
1.	Daman	Vercund	2370	0—02
2.	»	»	2371	0—04
3.	»	»	2251	0—02
4.	»	»	2370	0—02
5.	»	»	2257	0—02
6.	»	»	2258	0—02
7.	»	»	2259	0—02
8.	»	»	2260	0—02
9.	»	»	2253	0—02
10.	»	»	200	0—01
11.	»	»	273	0—02
12.	»	»	274	0—08
13.	»	»	182	0—06
14.	»	»	183	0—02
15.	»	»	186	0—02
16.	»	»	2291	0—02
17.	»	»	2268	0—15
18.	»	»	2291	0—02
19.	»	»	—	0—00
20.	»	»	—	1—20
21.	»	»	2	0—02
			15	0—02
22.	»	»	255	0—02
23.	»	»	256	0—01
24.	»	»	264	0—06
25.	»	»	265	0—02
26.	»	»	266	0—00 ½
27.	»	»	275	0—03
28.	»	»	276	0—02
29.	»	»	277	0—01
30.	»	»	279	0—03
31.	»	»	281	0—01
32.	»	»	282	0—03
33.	»	»	435	0—04
34.	»	»	436	0—04
35.	»	»	437	0—03

S. No.	Taluka	Village	Village sur. No. and Sub-Division No.	Approximate area
36.	»	»	438	0—01
37.	»	»	486	0—06
38.	»	»	487	0—01
39.	»	»	488	0—03
40.	»	»	963	0—15
41.	»	»	987	0—04
42.	»	»	208	0—07
			209	0—05
43.	»	»	350	0—01
44.	»	»	268	0—03
			299	0—05
45.	»	»	202	0—02
46.	»	»	212	0—06
47.	»	»	223	0—11
48.	»	»	226	0—02
49.	»	»	340	0—03
50.	»	»	339	0—05
51.	»	»	425	0—04
			426	0—04
52.	»	»	423	0—05
			424	0—02
53.	»	»	465	0—04
			529	0—05
54.	»	»	428	0—03
55.	»	»	466	0—06
56.	»	»	464	0—05
57.	»	»	692	1—00
58.	»	»	638	0—10
59.	»	»	990	0—20
60.	»	»	960	0—06
61.	Kachigam	»	52	2—01
62.	»	»	53	1—14
63.	»	»	51	0—07
64.	»	»	59	0—19
65.	»	»	65	0—17
				13—08 ½

By order and in the name of the Administrator of Goa, Daman and Diu.

Balcrishna R. Naik, Principal Engineer P. W. D. and Ex-Officio Addl. Secretary to the Government.
Panaji, 15th February, 1968.

Development Department 'A'

Order

CDB/602/67

- Read: 1. This Office order No. CDB/1764-16319 dated 23-7-1963.
2. Government order No. CDB/5651/32545 dated 26-11-1964.

In continuation of Government order No. CDB/5651/32545 dated 26th November 1964, the Government of Goa, Daman and Diu is pleased to extend the period of Block Advisory Committees constituted in All Community Development Blocks of the Union Territory under this office order No. CDB/1764-16319 dated 23rd July 1964 upto 29th February 1968.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. S. Dessai, Under Secretary (Development).
Panaji, 12th February, 1968.

Office of the Registrar Cooperative Societies

Notification

HSG-(a)-7-/Goa

In exercise of the powers vested in the Registrar of Cooperative Societies, Goa, Daman and Diu under Section 9

N.º de série	Concelho	Aldeia	N.º de cadastro e n.º da sub-divisão	Área aproximada
36.	»	»	438	0—01
37.	»	»	486	0—06
38.	»	»	487	0—01
39.	»	»	488	0—03
40.	»	»	963	0—15
41.	»	»	987	0—04
42.	»	»	208	0—07
			209	0—05
43.	»	»	350	0—01
44.	»	»	268	0—03
			299	0—05
45.	»	»	202	0—02
46.	»	»	212	0—06
47.	»	»	223	0—11
48.	»	»	226	0—02
49.	»	»	340	0—03
50.	»	»	339	0—05
51.	»	»	425	0—04
			426	0—04
52.	»	»	423	0—05
			424	0—02
53.	»	»	465	0—04
			529	0—05
54.	»	»	428	0—03
55.	»	»	466	0—06
56.	»	»	464	0—05
57.	»	»	692	1—00
58.	»	»	638	0—10
59.	»	»	990	0—20
60.	»	»	960	0—06
61.	Kachigam	»	52	2—01
62.	»	»	53	1—14
63.	»	»	51	0—07
64.	»	»	59	0—19
65.	»	»	65	0—17
				13—08 ½

Por ordem e em nome do Administrador de Goa, Damão e Diu.

Balcrishna R. Naik, Engenheiro executivo e Secretário Adicional Ex-Ofício, do Governo.
Panaji, 15 de Fevereiro de 1968.

Departamento de Fomento 'A'

Portaria

CDB/602/67

- Ref: 1. Portaria n.º CDB/1764-16319, de 23 de Julho de 1963.
2. Portaria n.º CDB/5651/32545, de 26 de Novembro de 1964.

Em aditamento à portaria n.º CDB/5651/32545, de 26 de Novembro de 1964, o Governo de Goa, Damão e Diu, prorroga o termo de exercício de todas as comissões consultivas concelhias constituídas para desenvolvimento da comunidade, em todos os concelhos do território da União de Goa, Damão e Diu, por portaria n.º CDB/1764-16319, de 23 de Julho de 1964, até 29 de Fevereiro de 1968.

Por ordem e em nome do Administrador de Goa, Damão e Diu.

G. S. Dessai, Subsecretário (Fomento).
Panaji, 12 de Fevereiro de 1968.

Repertição do Registrador de Sociedades Cooperativas

Despacho

HSG-(a)-7-/Goa

No uso das faculdades que são conferidas ao Registrador de Sociedades Cooperativas de Goa, Damão e Diu, pelo artigo 9.º

of the Maharashtra Cooperative Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu Gandhi Nagar Co-operative Housing Society Ltd., Ponda is registered under code symbol No. HSG-(a)-7-/Goa.

Jose C. Almeida, Registrar of Cooperative Societies, Goa, Daman and Diu.

Panjim, 12th January, 1968.

Notification

PRD-(c)-57-/Goa

In exercise of the powers vested in the Registrar of Cooperative Societies, Goa, Daman and Diu under Section 9 of the Maharashtra Cooperative Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu Shri Krishna Sahakari Dudh Vyavasayik Sanstha Ltd., Vante Satari is registered under code symbol No. PRD-(c)-57-/Goa.

Jose C. Almeida, Registrar of Cooperative Societies, Goa, Daman and Diu.

Panjim, 17th January, 1968.

Industries and Power Department

Order

I&L/CEE/902/67/52

Shri B. N. Guruda Prasad, a candidate recommended by U. P. S. C. New Delhi is hereby temporarily appointed as Assistant Engineer (Electrical) in the Electricity Department in the time scale of Rs. 350-25-500-30-590-EB-30-800-EB-30-830-35-900, plus the usual allowances admissible as per the rules with effect from the date of his joining until further orders against one of the posts of Assistant Engineer created vide Government Order No. I&L/CEE/902/65/2492 dated 12-3-1965 and I&L/CEE/902/65/2651 dated 23-3-1965 and further continued vide Government No. 2/4/67/ELECT/820 dated 23-3-1967. His pay should be fixed according to rules.

The appointment is subject to the conditions specified in the Memo No. I&L/CEE/902/67/2798 dated 15-11-67. He is entitled to such other allowances as are admissible under the rules from time to time. He will have to produce physical fitness certificate from the Goa Medical Board. He should collect necessary letter for appearing before the Board from the C. E. E. before joining the appointment.

He is posted at Daman incharge of Daman Sub-Division. He should report for duty at Daman as early as possible but in any case not later than 12-2-1968.

By order and in the name of the Administrator of Goa, Daman and Diu.

B. Ram, Secretary, Industries and Labour Department.

Panaji, 9th January, 1968.

19, Pausa, 1889 (Saka).

Labour and Information Department

Order

LC/27/WB-2(10)/68

The following Resolution from the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), New Delhi, is hereby republished for the information of all concerned.

By order and in the name of the Administrator of Goa, Daman and Diu.

B. Ram, Secretary, Industries and Labour Department.

Panaji, 13th February, 1968.

de «Maharashtra Cooperative Societies Act, 1960» conforme foi tornado extensivo ao território da União de Goa, Damão e Dio, a sociedade «Gandhi Nagar Cooperative Housing Society Ltd.», de Pondá é registada sob o n.º de ordem HSG-(a)-7-/Goa.

José C. Almeida, Registador de Sociedades Cooperativas de Goa, Damão e Dio.

Pangim, 12 de Janeiro de 1968.

Despacho

PRD-(c)-57-/Goa

No uso das faculdades que são conferidas ao Registador de Sociedades Cooperativas de Goa, Damão e Dio, pelo artigo 9.º de «Maharashtra Cooperative Societies Act, 1960» conforme foi tornado extensivo ao território da União de Goa, Damão e Dio, a sociedade «Shri Krishna Sahakari Dudh Vyavasayik Sanstha Ltd.» de Vante, Satari, é registada sob o n.º de ordem PRD-(c)-57-/Goa.

José C. Almeida, Registador de Sociedades Cooperativas de Goa, Damão e Dio.

Pangim, 17 de Janeiro de 1968.

Departamento de Indústrias e Energia

Portaria

I&L/CEE/902/67/52

O Sr. B. N. Guruda Prasad, candidato recomendado pela U. P. S. C., de Nova-Delhi, é nomeado engenheiro assistente (eléctrico) nos Serviços de Electricidade, na escala de Rps. 350-25-500-30-590-EB-30-800-EB-30-830-35-900, acrescida dos subsídios admissíveis segundo as normas, a partir da data em que entrar no exercício das funções e até ordens ulteriores, num dos lugares de engenheiros assistentes criados pela portarias n.º I&L/CEE/902/65/2492, de 12 de Março de 1965 e n.º I&L/CEE/902/65/2651, de 23 de Março de 1965, e mantidos pela Portaria n.º 2/4/67/ELECT/820, de 23 de Março de 1967. O seu vencimento será fixado de acordo com as normas.

A nomeação está sujeita às condições especificadas no memorando n.º I&L/CEE/902/67/2798, de 15 de Novembro de 1967. Terá o mesmo direito a outros subsídios admissíveis segundo as normas periodicamente. Deverá o mesmo produzir o atestado da aptidão física, passado pela Junta de Saúde devendo para isso, obter do Engenheiro Eléctrico-Chefe a necessária guia para se apresentar à Junta de Saúde, antes de entrar ao serviço.

O referido Sr. Prasad, é colocado em Damão, como encarregado da sub-divisão de Damão, devendo apresentar-se ao serviço em Damão, o mais cedo possível, em nenhum caso depois de 12 de Fevereiro de 1968.

Por ordem e em nome do Administrador de Goa, Damão e Dio.

B. Ram, Secretário do Departamento de Indústrias e Trabalho.

Panaji, 9 de Janeiro de 1968.

19, Pausa 1889 (Saka).

GOVERNMENT OF INDIA

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour and Employment)

Dated, New Delhi, the 16th January, 1968

Resolution

WB-14(2)/67. — The Central Wage Board for the Road Transport Industry set up by the Government of India by their Resolution No. WB-14(1)/64, dated the 28th May, 1966, has considered the question of interim wage increase for workmen, and has made recommendations on the subject which are appended.

2. The Government of India have decided to accept the majority recommendations of the wage Board and request the concerned employers to implement the same expeditiously.

HANS RAJ CHHAJRA

Under Secretary to Govt. of India

Order

No. WB-14(2)/67

Dated, New Delhi, the 16th January, 1968

Ordered that a copy of the Resolution be communicated to all the interests concerned.

Ordered also that the Resolution be published in the Gazette of India for general information.

HANS RAJ CHHAJRA

Under Secretary to the Govt. of India

APPENDIX A

Wage Board for Road Transport Industry

Interim Relief

The Central Wage Board for Road Transport Industry was constituted on 28th May, 1966, vide Resolution No. WB-14(1)/64 consisting of:—

- Shri P. P. R. Sawhny — Chairman.
 Shri R. P. N. Sinha — Independent Member.
 *Dr. B. M. BHATIA — Do.
 Shri D. B. Kamble — Member representing Employers.
 Shri P. N. Nagaswamy — Do.
 Shri V. V. Nene — Member representing Workers.
 Shri K. M. Sundaram — Do.
 **Shri Teja Singh Sahni — Member-Secretary.

2. The terms of reference of the Board were:—

- to determine the categories of employees (manual, clerical, supervisory etc.) who should be brought within the scope of the proposed wage fixation;
- to work out a wage structure based on the principle of fair wages as set forth in the Report of the Committee on Fair Wages; and

†(c) to evolve a Gratuity Scheme for the industry.

Explanation: In evolving a wage structure, the Board will take into account, in addition to the consideration relating to fair wages,

- the needs of the industry in a developing economy including the need for maintaining and promoting exports;
- the requirements of social justice;
- the need for adjusting wage differentials in such a manner as to provide incentive to workers for advancing their skill;
- the special features of the road transport industry; and
- the desirability of extending the system of payment by results.

* Appointed vide Resolution No. WB-7(5)/66 dated the 21st September, 1966 in place of Prof. D. V. Ramana.

** Appointed vide Resolution No. WB-14(1)/64 dated the 7th September, 1966.

† Included in the terms of reference vide Resolution No. WB-15(5)/66 dated the 7th September, 1966.

Explanation: In applying the system of payment by results, the Board shall keep in view the need for fixing a minimum (fall-back wage) and also to safeguard against over-work and undue speed.

The coverage of the Wage Board will be restricted to establishments employing 5 or more workers.

3. The coverage of the Wage Board was originally restricted to the establishments employing 20 or more workers. The Board recommended to the Government that the limit of 20 workers in the terms of reference be eliminated as otherwise the very purpose for which the Board has been constituted would be frustrated in as much as a very large number

of workers will be left out of consideration by the Board at the time when the recommendations for fair wage structure would be made. Consequently, the Government of India extended the coverage of the Wage Board from establishments employing 20 or more workers to establishments employing 5 or more workers vide Resolution No. WB-14(3)/66, dated the 27th January, 1967.

4. The Ministry of Labour, Employment and Rehabilitation vide its letter dated the 18th July, 1966 informed the Board that though the question of interim relief had not been specifically mentioned in the terms of reference of the Wage Board, demands in this regard, if any, could be considered by the Board on merits.

5. The worker's unions/associations were requested to send their claims, if any and justification therefor for the grant of interim relief and the same when received were forwarded to the employers for their comments. The parties were also requested to intimate if they wished to be personally heard on the subject and as many as 146 were given public hearing in Delhi, Chandigarh, Madurai, Bangalore, Calcutta, Bombay and Lucknow.

6. The Parties which appeared before the Board not only made oral statements but also produced a large number of documents on which they placed reliance.

7. The subject of interim relief is a very complicated one involving consideration of complex factors, particularly, those relating to diversity of wages in the industry and regional differences. It was for all these reasons that the Board adopted the procedure of giving public hearing so as to facilitate the interested parties to explain their view points on different aspects of the problem. The deliberations of the Wage Board, while considering the question of grant of interim relief have been based on numerous representations received from the employees' organisations and the comments offered thereon by the employees' organisations. The public utility character of the Industry has throughout been given full consideration by the Board in its deliberations.

8. The guiding principles of the following recommendations is to give relief to those who are considered to be most needy. Accordingly the Board in making its recommendations has drawn up certain norms of emoluments for different categories of workers in the Road Transport Industry and recommends the following relief category-wise:—

I. That for the purpose of «interim relief», employees be divided into 6 broad categories with minimum total monthly wages noted against each category as given below:—

Broad category	Minimum monthly total wages	Maximum interim relief per month
I	II	III
1. Unskilled	Rs. 100/- p. m.	Rs. 25/-
2. Semi-skilled	Rs. 120/- p. m.	Rs. 12.50/-
3. Skilled	Rs. 135/- p. m.	Rs. 12.50/-
4. Highly skilled	Rs. 150/- p. m.	Rs. 12.50/-
5. Junior Supervisory	Rs. 175/- p. m.	Rs. 10/-
6. Senior Supervisory	Rs. 200/- p. m.	Rs. 10/-

II. That the difference between the emoluments recommended above and actual emoluments drawn by the workers in each category at present shall be made good by way of grant of interim relief subject to the condition that maximum quantum of relief shall be as indicated in Column III of table in para 8 (I) above.

The various sub-categories comprised under each of the above broad categories are listed out in Appendix «B»:

III. That those who are already getting either the minimum or more than that as indicated in Column II of table in para 8 (I) above shall not be entitled to interim relief.

IV. That «wages» referred to above will have the same connotation as defined in the Industrial Disputes Act, 1947 under Section 2 (rr) which is reproduced below:—

«wages» means all remuneration capable of being expressed in terms of money, which would, if the terms of employment expressed or implied, were fulfilled, be payable to a workman in respect of his employment or of work done in such employment, and include—

- such allowances (including dearness allowance) as the workman is for the time being entitled to;

- (ii) the value of any house accommodation, or of supply of light, water, medical attendance or other amenity or of any service or of any concessional supply of foodgrains or other articles;
- (iii) any travelling concessions but does not include —
- any bonus;
 - any contribution paid or payable by the employer to any pension fund or provident fund or for the benefit of the workman under any law for the time being in force;
 - any gratuity payable on the termination of his service;

V. That the interim relief that is being recommended shall not count for bonus, provident fund, gratuity, incentive payments, E.S.I. contribution and other allowances for the present but it shall be taken into account while computing wages for leave with pay, paid holidays, overtime.

VI. That the recommendation in this behalf shall be treated as a separate item till the final recommendations are made, that is to say, it be specified separately and shall be without prejudice to the final recommendations.

VII. That where under the provisions of any settlement, award or agreement between the employers and employees in the Road Transport Industry a worker is already entitled to a relief which is more favourable to him than interim relief recommended by the Board the workman shall continue to be entitled to the more favourable relief in this respect.

VIII. That if any employee be in receipt of higher relief having been given by the employers than what is being recommended by the Board, he would not be entitled to the interim relief recommended by the Board, but this recommen-

dation about the interim relief shall not adversely affect such higher quantum of relief which would remain undisturbed.

IX. That this scheme of interim relief shall be effective from 1st June, 1967.

X. That the payment of arrears that may become due to the workers as a result of these recommendations shall be payable in one or more instalments by mutual agreement between the employers concerned and the employees.

Sd/- P. P. R. Sarathy
Chairman

Sd/- R. P. N. Sinha
Independent Member

Sd/- B. N. Bhatia
Independent Member

Sd/- D. B. Kamble
Employers' Representative

New Delhi.

Dated the 28th Sept., '67

Sd/- C. N. Nagaswamy
Employers' Representative

*
Employees' Representative

*
Employees' Representative

Sd/-Teja Singh Sahni
Member-Secretary.

* The two employees' representatives have not signed the recommendations in regard to interim relief and have submitted their notes of dissent separately (Appendices C and D).

APPENDIX B

Employees by whatever name called doing Un-skilled work of the nature done by	Employees by whatever name called doing semi-skilled work of the nature done by	Employees by whatever name called doing skilled of the nature done by	Employees by whatever name called doing Highly Skilled work of the nature done by	Employees by whatever name called doing Supervisory work of the nature done by	Employees by whatever name called doing Senior Supervisory work of the nature done by
(1)	(2)	(3)	(4)	(5)	(6)
Cleaner, Sweeper, Helper, Watchman, Mazdoor, Peon, Loadman.	Conductor, Asstts. to skilled categories such as Assistant Fitter » Electrician » Carpenter » Blacksmith » Welder » Turner » Tyreman » Greaser » Batteryman » Painter and Junior Clerks, Typists, Checking Inspectors, Booking & Delivery and other Lorry Clerks, Telephone Operator, Time-Keeper.	Driver, Fitter, Electrician, Carpenter, Blacksmith, Welder, Turner, Tyreman, Greaser, Batteryman, Painter, Tinsmith, Liner & Senior Clerk (passed Accountancy or similar tests) Stenographer, Comptist Checking Supervisors, Traffic Inspectors, Store-keepers, Asst. Mechanic, Plumber, Cashier.	Mechanics, Traffic Supervisors, Floor Supervisors.	Junior Accountants.	Foreman, Assistant Managers, Accountants.

APPENDIX C

Minute of dissent by Shri K. M. Sundaram

I regret my inability to subscribe to the proposals on interim relief made by my colleagues for the following reasons:

(1) The Central Wage Board for Road Transport Industry was appointed 15 months ago and during this period, the Board has had extensive tours of the country to obtain information at first hand on the wage situation and the wage demands of the workers. The Board has also before it the reports, both of a final and interim nature, submitted by other Wage Boards in the various organised industries.

(2) It is also the sad experience of the workers in the road transport industry that following the appointment of the Board, the employers in both public and private sectors, have refused to consider legitimate wage demands on the pretext

that the Wage Board is expected to award the necessary wage increases. In fact, even legitimate D. A. revision was denied to large sections of workers on the ground that the Wage Board was allegedly looking into this aspect of the workers' demands. This was so in the case of the workers in the Andhra Pradesh public sector transport undertaking and in protest against the detail of D. A. which was paid to other State Government employees, the workers led both by AITUC and INTUC affiliates had recently gone on a prolonged general strike. Such a serious situation requires that the interim recommendations of the Central Wage Board for Road Transport Industry should take into account these actual realities and give specific recommendations if the legitimate wage demands are to be met and industrial tension avoided. It is unfortunate that the recommendations made by my colleagues do not meet precisely this need and moreover workers whose wage demands are pending in large sectors, would get practically no relief at all.

(3) From the facts available to the Board, it is clear that problems of wage revision in the industry cannot be resolved, even on an interim basis, by merely fixing a national minimum for the relatively less organised sector of the industry, covered by statutory minimum wage fixation. This is only one aspect of the problem, although a most important aspect. In this case, however, the proposed minimum of Rs. 100 per month in the industry recommended by my other colleagues falls far short of the existing industrial wage levels, determined by recommendations of other Wage Boards. It is far less than the wage levels in the railway transport industry with which the road transport industry is said to be only offering stiff competition, not to speak of the higher levels in the ports and docks following the two interim reliefs recommended by the Wage Board in that sector, over and above the Central Government rates of pay and D. A. I am therefore of the firm opinion that a national minimum of an interim nature should be at least Rs. 120 per month with a minimum benefit of Rs. 30 per month.

(4) It is admitted by all that the gap between the existing wages and the need-based wages is widening at an alarming pace, primarily due to the progressive fall in real wage standards as a consequence of the current step rise in prices. It is also established on record that only in a few units there is any system of automatic adjustment of D. A. reliefs with the consumer price indices. The ad hoc D. A. reliefs paid in certain units, specially in the public sector, have not provided full neutralisation of the rise in prices. In a wide field, in the private sector particularly fixed, consolidated wages prevail and there is no linking with the price index. Thus, in all these cases, the fall in the real wage standards has been most severe and consequently, the need for relief universal. Therefore, it cannot be, as in assumed by my other colleagues, that the trend of fall in real wages and the need for relief is limited to sectors largely covered by statutory minimum wage fixation (and as is well known, these minimum wages are notoriously sub-standards and fixed years ago when prices were not that high and not revised since in most cases) but the entire organised sector of the industry has an anarchic wage system which required immediate, drastic rectification and revision. There can therefore be no justice or fair play in denying interim relief to bulk of the organised sector of the industry as is the apparent logic which runs through the recommendations of my other colleagues.

(5) To remedy this situation and to give a fair consideration to the demands of the workers for relief, it is therefore essential that apart from fixing a national minimum for the industry at Rs. 120, appropriate reliefs are given to all categories of workers to be adjusted against the final recommendations of the Board. Such a relief should be a minimum of Rs. 30 per month, at a flat rate for all categories of workers covered by this Wage Board. This is all the more necessary in so far as the Board's main questionnaire has been issued only very recently and the Board would take a year or two more to formulate its final report. The interim relief should therefore help to mitigate the hardships the workers will encounter in the intervening period.

(6) Our Board's interim recommendations should also specify that (i) the D. A. formula hitherto followed, unit or region-industrywise, etc. by award, agreement, convention or practice, should continue to operate in all cases; and (ii) where there is no linking of D. A. with the consumer price index, such linking should immediately be established at unit, regional or State level, by collective agreement, or through other industrial relations processes. This specify recommendation is necessary, firstly, because it is found that D. A. revision is denied on the ground that the Wage Board is looking into the Wage demands, and secondly, because only by linking D. A. to local C. P. Index numbers can adequate relief be provided to the workers in a situation of rapid rise in prices. It would be a grave injustice to the workers if they are asked to wait for a still longer period to obtain fair D. A. linking formula on an industrywise basis in the final report of the Board. In fact, by reaching local level collectively agreements to meet the immediate exigencies on this question, the Board's work to rationalise the wage structure would be made less hazardous.

In this connection, mention may be made of the interim reports of the Central Wage Board for Ports and Docks which recommended, inter alia, quite specifically, that apart from the recommendation interim reliefs, the port and dock workers should continue to get Central Government rates of D. A., until the board may recommend in its final report a separate D. A. linking formula. I am therefore at a loss to understand the reluctance of my colleagues to make a

similar recommendation about D. A. revisions for the road transport workers.

(7) It is also most regrettable that far from appreciating the real issues relating to wage demands of the road transport workers, my other colleagues have chosen to fix the skill differential on minimum wage in their scheme of interim relief, without having had any expert guidance or discussion on what equitable differential ratios in this particular industry should be. Thus the recommendations of my colleagues appear to be based wholly on unrealistic premises and I am therefore compelled to place on records my alternative proposals as given in the foregoing paragraphs. I have to state that I am opposed to fixing category or craft-wise minimum wages at this stage of recommending interim relief and I feel that this should be taken up only at the time of evolving the final wage structure, when the complicated question of fixing wage differentials can be dealt with in great detail.

(8) The interim relief should be paid with retrospective effect from 1-1-1967 and I am therefore opposed to the recommendations of my other colleagues fixing this date as 1-6-1967.

K. M. SUNDARAM
28-9-1967

APPENDIX D

Note of dissent by Shri V. V. Nene to the recommendations of the Wage Board.

I give below my note of dissent.

1. I had given my suggestions to the members of the Wage Board, which were discussed by the Board in its sittings at Delhi from 25th to 28th September, 1967. While in discussions, I gave in on some points, so that the recommendations of the Wage Board should be unanimous. But in the end it was found that the recommendations could be unanimous, I decided not to sign the recommendations but send the note of dissent.

2. My recommendations in respect of the interim relief are given in annexures 'A' and 'B' herewith.

3. The note should be sent to the Central Government.

Dhulia

V. V. NENE

9th October, 1967.

9-10-67

ANNEXURE 'A'

Category Group No.	Interim Relief
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- | | |
|-----|--|
| I | 1) That every worker in this category should be paid Rs. 100 p. m. as minimum and the difference in the actual wage and Rs. 100/- will be the amount of interim relief for those who are getting below Rs. 100/-, but the amount will not be less than Rs. 40/- p. m. in any case. |
| | 2) Those getting between Rs. 101/- and Rs. 150/- =Rs. 10/- per month.
Those getting between Rs. 151/- and Rs. 200/- =Rs. 7/- per month. |
| II | 1) That every worker in this category should be paid Rs. 200/- p. m. as minimum and the difference in the actual wage and Rs. 120/- will be the interim relief for those who are getting below Rs. 120/-, but the amount will not be less than Rs. 10/- p. m. in any case. |
| | 2) Those getting between Rs. 120/- and Rs. 170/- =Rs. 10/- per month.
Those getting between Rs. 171/- and Rs. 220/- =Rs. 7/- per month. |
| III | 1) That the worker in this category should be paid Rs. 135/- p. m. as minimum and the difference between the actual wage and Rs. 135/- will be the amount of interim relief for those getting Rs. 135/-, but the amount will not be less than Rs. 7/- p. m. |
| | 2) Those getting between Rs. 135/- and Rs. 185/- =Rs. 7/- per month.
Those getting between Rs. 186/- and Rs. 235/- =Rs. 5/- per month. |

- IV 1) Minimum wage at Rs. 150/- and the amount of difference in the actual and the minimum as interim relief to those getting less than Rs. 150/-, but the amount will not be less than Rs. 7/- p. m. in any case.
- 2) Those getting between Rs. 150/- and Rs. 200/- =Rs. 7/- per month.
Those getting between Rs. 200/- and Rs. 250/- =Rs. 5/- per month.
- V 1) Minimum wage at Rs. 175/- and the amount of difference in the actual and Rs. 175/- as interim relief, but the amount will not be less than Rs. 7/- in any case.
- 2) Those getting between Rs. 175/- and Rs. 225/- =Rs. 7/- per month.
Those getting between Rs. 226/- and Rs. 275/- =Rs. 5/- per month.
- VI 1) Minimum wage at Rs. 200/- and the amount of difference in the actual and Rs. 200/- will be the amount of interim relief, but the amount not to be less than Rs. 7/- p. m. in any case.
- 2) Those getting between Rs. 200/- and Rs. 250/- =Rs. 7/- per month.
Those getting between Rs. 251/- and Rs. 300/- =Rs. 5/- per month.

Note:—1. Wage referred to above will be the basic wage and the dearness allowance only. No other emoluments will be included in the wage, for the purpose of payment of interim relief.

2. The above recommendations should be given effect from the date of 1st January, 1967.

3. Categories to be included in each group are attached as Annexure «B».

ANNEXURE 'B'

S. No.	Groups of categories
I	Attendant, Khalasi, Watchman, Peon, Sweeper, Waterman, Chowkidar, Porter, Tapali, Naik, Mazdoor, Helper, Liftman, Guest room attendant, Asstt. Gardener, Gate-Keeper, Cleaner, Asstt. Artisan.
II	Carpenter, Gardener, Painter, Havildar, Crane Operator, Conductor, Hd. Gate Keeper, Artisan E.
III	Compounder, Wiremen, Storeman, Writer, Karkoon, Stores Asstt. B&C, Driver, Traffic Controller, Security Asstt., Art A, Watch and Ward Inspector, Gardener, Electrician (C.E.).
IV	Inspector (Civil Engineering), Telephone, Asstt., Telephone Operator, Asstt. Cashier, Clerk-Typist, Computer, Store Asstt. A., Tracer, Steno-typist, Jr. Clerck, Clerk, Stores Clerk, Typist, Address Operator, Depot Cashier, Combist, Asst. Traffic Inspector, Hd. Artisan, Leading Hand, Depot Manager 'D', Asstt. Security Inspector.
V	Jr. Assistant, Steno B, Steno-typist, Senior Cashier, Cashier, Sr. Clerk, Sr. Accounts Clerk, Nurse, Draughtsman, Time-keeper, Sanitary Inspector.
VI	Jr. Accountant, Overseer, Store-keeper, Sr. Asstt., Jr. Stock Verifier, Asstt. Supervisor, Supervisor, Inspector, Inspector of Accounts, Sr. Accountant, Traffic Inspector, Catering Inspector, Stenographer, Stenographer 'A', Divisional Security Inspector, Five Warden, Confidential Stenographer, Technical Inspector, Chargeman, Draughtsman (Mech), Depot Manager (C).

Sd/-

V. V. NENE

9-10-67